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Hearing Date: December 3, 2008  
Hearing Time: 10:00 a.m. (Eastern Time)

-and-

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Attorneys for Creditors  
Advanced Graphic Printing, Inc. and  
City View Plaza, S.E.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Debtors.

Case No. 08-13555 (JMP)

Chapter 11

Jointly Administered

**ADVANCED GRAPHIC PRINTING, INC. AND CITY VIEW PLAZA, S.E.'S JOINDER  
IN LIMITED OBJECTIONS TO AND RESERVATION OF RIGHTS FROM DEBTORS'  
MOTION FOR AN ORDER PURSUANT TO SECTIONS 105 AND 365 OF THE  
BANKRUPTCY CODE TO ESTABLISH PROCEDURES FOR THE SETTLEMENT OR  
ASSUMPTION AND ASSIGNMENT OF PREPETITION DERIVATIVE CONTRACTS**

Advanced Graphic Printing, Inc. ("AGP") and City View Plaza, S.E. ("City View"), by  
and through undersigned counsel, hereby join in the objections (the "Objections") to the Debtors'  
Motion for an Order Pursuant to Sections 105 and 365 of the Bankruptcy Code to Establish

Procedures for the Settlement or Assumption and Assignment of Prepetition Derivative Contracts (the “Motion”). In support of this Joinder AGP and City View respectfully assert:

**FACTS**

1. On or about June 17, 2003, AGP and Lehman Brothers Special Financing Inc. (“Special Financing”) entered into that certain International Swap Dealers Association, Inc. (“ISDA”) Master Agreement Dated as of June 17, 2003 (together with all schedules, annexes and definitions, as amended and supplemented from time to time, the “AGP Agreement”). Pursuant to the AGP Agreement, AGP and Special Financing agreed to enter, and did enter, into certain transactions.

2. On or about May 16, 2003, City View and Special Financing entered into that certain International Swap Dealers Association, Inc. (“ISDA”) Master Agreement Dated as of May 16, 2003 (together with all schedules, annexes and definitions, as amended and supplemented from time to time, the “City View Agreement,” and together with the AGP Agreement, the “Agreements”). Pursuant to the City View Agreement, City View and Special Financing agreed to enter, and did enter, into certain transactions.

3. Lehman Brothers Holdings Inc. (“Holdings”) acted as the Credit Support Provider to Special Financing.

4. Under the Agreements, after the occurrence of an Event of Default, the non-defaulting party becomes entitled to declare an “Early Termination Date” with respect to all outstanding derivative transactions. AGP and City View have setoff rights pursuant to the Agreements.

5. An Event of Default occurs under the Agreements when, among other things, a party or Credit Support Provider files for bankruptcy. Thus, the bankruptcy filing of Holdings

constituted an Event of Default under the Agreements which entitled AGP and City View to both terminate the Agreements and all outstanding derivative transactions and exercise their rights to setoff. The bankruptcy filing of Special Financing constituted an additional Event of Default under the Agreements.

6. By letters dated September 19, 2008, AGP and City View, as the non-defaulting parties, properly notified Special Financing that one or more Events of Default occurred, and that AGP and City View's collateral (the "Collateral") should not be sold, pledged, or otherwise disposed of, and should be transferred to an independent custodian.

7. By letters dated September 30, 2008, AGP and City View, as the non-defaulting parties, again properly notified Special Financing that one or more Events of Defaults occurred, and that September 30, 2008 was designated as the Early Termination Date for all outstanding derivative transactions.

8. Special Financing owes AGP and City View not less than \$1,300,000.00. Special Financing holds Collateral of AGP and City View in the approximate amount of \$1,300,000.00. In addition, Special Financing continues to retain AGP and City View's Collateral. The Motion does not indicate with specificity what will happen with AGP and City View's Collateral.

#### **JOINDER AND RESERVATION OF RIGHTS**

9. AGP and City View reserve all rights and nothing herein shall be construed as an admission or a waiver of any rights or claims that AGP or City View may be entitled to assert.

10. AGP and City View hereby join in the objections of Linn Energy, LLC, Royal Bank America, FPL Energy Power Marketing, Inc., Florida Power & Light Company, Bayview Financial, L.P., Bayview Opportunity Master Fund, L.P., GoldenTree Asset Management, LP,

Jenner's Pond, Inc. and Simpson Meadows, Metavante Corporation, and Wellmont Healthcare Systems, and reserve their rights to join in any other objections or responses which may be filed.

Dated: November 26, 2008

Respectfully submitted,

/s/ Elyssa S. Kates

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